

RESPONSE UNDER 37 C.F.R. § 1.116
EXPEDITED PROCEDURE REQUESTED
EXAMINING GROUP 3627

Customer No. 22,852
Attorney Docket No. 5793.3013-00
Application No.: 09/659,585

REMARKS

By this Amendment, Applicants have amended claims 1, 11, 23, 33, 45, and 46 to include the subject matter of dependent claims 48-49, 62-63, 76-77, 90-91, 104-105, and 116-117 respectively. Applicants have also amended claims 55, 61, 69, 75, 83, 89, 97, 103, 109, 115, 121, and 127 to reflect proper antecedent basis and canceled claims 48-49, 62-63, 76-77, 90-91, 104-105, and 116-117 such that claims 1-15, 23-37, 50-61, 64-75, 78-89, 92-103, 106-115, and 118-145 remain pending in this application.

In the Office Action dated October 28, 2004, the Examiner rejected claims 1-15, 23-37, 45-46, and 48-145 under 35 U.S.C. § 103(a) as being unpatentable over *McNeely et al.* (U.S. Patent No. 4,443,027) in view of *Basch et al.* (U.S. Patent No. 6,119,103).

Applicants respectfully traverse the rejection of claims 1-15, 23-37, 45-56, and 48-145 under 35 U.S.C. § 103(a) because a *prima facie* case of obviousness has not been established by the Examiner. As required by 35 U.S.C. § 103(a), the prior art references must teach or suggest all the claim elements, and *McNeely et al.* and *Basch et al.* fail to teach or suggest the claim elements of claims 1-15, 23-37, 45-56, and 48-145.

Independent claims 1, 23, and 45 relate to “a credit card.” The claims recite, among other things, the following:

establishing a general purpose credit line . . . being set as a revolving credit line and for purchase transactions made with a merchant other than a particular merchant;

establishing a private label credit line . . . being set as a revolving credit line and for purchase transactions made with the particular merchant; and
issuing the credit card to the cardholder with the established general purpose credit line and private label credit line.

Similarly, independent claims 11, 33, and 46 also relate to “a credit card.” The claims also recite, among other things, the following:

establishing a private label credit line . . . being set as a revolving credit line and for purchase transactions made with a particular merchant;
establishing a general purpose credit line . . . that is part of the private label credit line and for purchase transactions made with a merchant other than the particular merchant; and
issuing the credit card to the cardholder with the established general purpose credit line and the established private label credit line.

In the Final Office Action, the Examiner alleges that *McNeely et al.* “represents issuing a credit card to a cardholder with a general purpose credit line (banks) and private label credit line (oil companies).” (Action, page 2). Applicants have again reviewed *McNeely et al.* and, for the reasons below, respectfully disagree.

In fact, *McNeely et al.* does not even concern issuing a credit card. The reference describes a device containing a “miniature reproduction” of each “credit-card issued” by respective third party credit issuers. (Col. 3: 11-13). The device includes a number of “cut-out spaces 6-14” into which a “miniature credit-card or credit card facsimile can be inserted.” (Col. 3: 58-62). The various structural forms that each miniaturized credit card may take is described at column 4, lines 7-30 of *McNeely et al.*

Further, *McNeely et al.* does not describe that any of the distinct and separate credit cards inserted into spaces 6-14 includes more than one credit line. Therefore,

contrary to the Examiner's allegations, *McNeely et al.* does not disclose or suggest managing or providing "a credit card" by "establishing a general purpose credit line ... for purchase transactions made with a merchant other than a particular merchant," "establishing a private label credit line ... for purchase transactions made with the particular merchant," and "issuing the credit card to the cardholder with the established general purpose credit line and . . . private label credit line," as required by claims 1, 11, 23, 33, 45, and 46.

Faced with this deficiency of *McNeely et al.*, the Examiner erroneously relies on the credit line of one credit card (e.g., one issued by a "bank") and a credit line of an entirely separate credit card (e.g., one issued by an "oil company"). As stated above, however, the claimed invention is directed to "a credit card." (See Action, p. 2-3). Without any allegation that it would have been obvious to include the claimed credit lines in a single credit card (which the Examiner correctly does not make here), the Examiner's reliance on the purported features of multiple and distinct credit cards is entirely improper.

With regard to independent claim 128, it also relates to a "credit card." The claim recites, among other things, the following:

establishing a first line of credit associated with the credit card, wherein the first credit line is for purchase transactions associated with the particular merchant;
establishing a second line of credit line associated with the credit card, wherein the second line of credit is for purchase transactions associated with merchants other than the particular merchant; . . .

associating the first line of credit with a first credit limit and the second line of credit with a second credit limit, wherein the first credit limit is higher than the second credit limit . . .

wherein a payment received from the consumer is allocated to at least one of the first and second lines of credit.

As discussed above, *McNeely et al.*, teaches a device containing spaces to hold miniature reproductions of credit cards issued by third party credit issuers. (Col. 3: 11-13). Each miniature reproduction is a different credit card with a credit line. Nothing in *McNeely et al.* discloses or suggests one credit card having a “first line of credit” and a “second line of credit,” much less one where the credit limit for the first line of credit is higher than the credit limit for the second line of credit, as recited in claim 128.

Furthermore, the Examiner dismisses the limitation of “wherein a payment received from the consumer is allocated to at least one of the first and second lines of credit” by alleging, without support, that “it is inherent to a multiple company credit card that payment received from the user (consumer) is allocated to the appropriate credit line.” (Action, p. 3). The Examiner’s statement, however, mischaracterizes the disclosure of *McNeely et al.* Again, *McNeely et al.* is directed to a “multiple company credit card system” consisting of multiple credit cards. There is no disclosure to a single, multiple company credit card. Therefore, *McNeely et al.* does not teach or suggest managing “a credit card” by “establishing a first line of credit associated with the credit card, wherein the first credit line is for purchase transactions associated with the particular merchant,”

“establishing a second line of credit line associated with the credit card, wherein the second line of credit is for purchase transactions associated with merchants other than the particular merchant,” “associating the first line of credit with a first credit limit and the second line of credit with a second credit limit,” and “wherein a payment received from the consumer is allocated to at least one of the first and second lines of credit,” as recited in claim 128.

Basch et al., cited merely to show a risk prediction system, fails to cure the deficiencies of *McNeely et al.*, noted above. Therefore, *McNeely et al.* and *Basch et al.*, whether taken alone or in combination, fail to disclose or suggest all of the elements of claims 1, 11, 23, 33, 45, 46, and 128. The Examiner has therefore not met an essential criteria for establishing a *prima facie* case of obviousness—that “the prior art reference (or references when combined) must teach or suggest all the claim limitations.” See M.P.E.P. §§ 2142, 2143, and 2143.03.

Accordingly, for the foregoing reasons, Applicants respectfully request that the Examiner withdraw the rejection under 35 U.S.C. § 103(a) and allow independent claims 1, 11, 23, 33, 45, 46, and 128.

With respect to dependent claims 2-10, 12-15, 24-32, 34-37, 50-61, 64-75, 78-89, 92-103, 106-127, and 129-145, Applicants note that the Examiner failed to address the recitations of these claims. Absent an explanation of the Examiner’s interpretation of the combination of *McNeely et al.* and *Basch et al.* with respect

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to the recitations of these claims, Applicants are unable to make an informed decision regarding the prosecution of these claims. Further, the Examiner's implied assertion that *McNeely et al.* and *Basch et al.*, or their combination, disclose or suggest the recitations of these dependent claims is incorrect.

Dependent claims 2-10, 12-15, 24-32, 34-37, 50-61, 64-75, 78-89, 92-103, 106-127, and 129-145 are not only allowable at least by virtue of their respective dependence from allowable base claims 1, 11, 23, 33, 45, 46, and 128, but these claims further distinguish *McNeely et al.* and *Basch et al.* For example, dependent claims 6, 14, 28, and 36 further require "setting a credit line for the private label line using a line sloping model." Claim 132 similarly recites "wherein the first credit limit is determining using a line sloping model." Nothing in *McNeely et al.* or *Basch et al.* discloses or suggests setting a credit line using any model, much less "a line sloping model."

In addition, dependent claims 51, 65, 79, 93, 107, 119, and 136 further require "the private label credit line and the general purpose credit line are associated with first and second interest rates, and wherein the first interest rate is less than the second interest rate." Again, neither *McNeely et al.* or *Basch et al.* disclose or suggest these claimed features.

Further, dependent claims 60, 74, 88, 102, 114, 126, and 144, require "reducing the first available credit if the purchase amount does not exceed the first available credit . . . reducing the second available credit if the purchase amount does exceed the first

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available credit, and the purchase amount does not exceed the second available credit.”

Again, nothing in *McNeely et al.* or *Basch et al.* discloses or suggests these claim elements.

Applicants submit that in addition to their dependency from independent base claims 1, 11, 23, 33, 45, 46, and 128, dependent claims 6, 14, 28, 36, 51, 60, 65, 74, 79, 88, 93, 102, 107, 114, 119, 126, 132, 136, and 144 are allowable for at least the reasons stated above. Therefore, Applicants respectfully submit that the Examiner withdraw the rejection of claims 2-10, 12-15, 24-32, 34-37, 50-61, 64-75, 78-89, 92-103, 106-127, and 129-145 under 35 U.S.C. § 103(a).

CONCLUSION

In view of the foregoing remarks and proposed amendments, Applicants submit that claims 1-15, 23-37, 50-61, 64-75, 78-89, 92-103, 106-115, and 118-145 are patentable over the cited prior art. Applicants therefore request the Examiner's reconsideration and reexamination of the application and the timely allowance of the pending claims.

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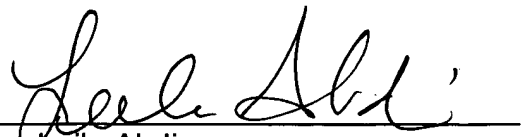
Please grant any extensions of time required to enter this response and charge any additional required fees to our deposit account 06-0916.

Respectfully submitted,

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Dated: January 24, 2005

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